

TAKEROOT JUSTICE

RETAINER AGREEMENT

This agreement between the TakeRoot Justice ("TAKEROOT"), Margaret McIntyre, Esq. ("Firm"), and Angela Christian ("the Client"), explains the work that TAKEROOT and Firm expects to perform on behalf of the Clients. TAKEROOT is the successor entity for the Community Development Project at the Urban Justice Center.

1. **Scope of the Representation.** TAKEROOT and Firm (together, "the Attorneys") will jointly provide legal representation to the Client in the following matter: take legal action against MICHELLE KARS and JOHN KARS for violations of federal and state wage and hour laws. The Attorneys are only agreeing to represent the Client in the matter described above. The Attorneys have not agreed to represent the Client in any other work related to this matter, such as an appeal of the case described above, or the enforcement of any judgment. If the Attorneys agree to provide additional services to the Client in the future, such agreement must be in writing.
2. **Assistance by Students or Attorneys Pending Admission.** The Attorneys may assign a law student or attorney whose admission to the New York State bar is pending to work on your case. Any such law students or attorneys will be supervised by an attorney admitted to practice in New York.
3. **Confidential Information.** The Attorneys will not disclose confidential information provided by the Client to the Attorneys. However, the Client authorizes the Attorneys to disclose this matter to the media and to funders, including the Client's name and the subject matter of the representation.
4. **Charges for the Attorneys' Work.** The Attorneys will not charge the Client fees for work performed by attorneys or other staff. However, the Client is responsible for reimbursing the Attorneys for expenses paid by the Attorneys while working on this matter.
5. **Recovery of Fees and Costs from Opposing Party.** This case will be brought pursuant to a law that may require the opposing parties to pay the Attorneys fees and costs if the Client wins their case. The Client agrees to cooperate with the Attorneys, during settlement negotiations or if there is Court judgment, in requesting that the opposing parties pay Attorneys the attorneys' fees and costs incurred in this matter. The Client agrees that any fees and costs recovered from the opposing party will be paid to the Attorneys. The Client also agrees not to settle their claims without informing the Attorneys in writing in advance thereof, and not to waive the right to recover attorneys' fees and costs without written approval from the Attorneys. TAKEROOT uses the attorneys' fees and costs to provide free legal services to future clients.

- a. **Class Settlement or Court Judgment:** If there is a class settlement or a Court judgment, the Client agrees to cooperate with the Attorneys in requesting that the opposing party pay the Attorneys their respective fees and costs incurred in this matter. The Client agrees that any fees and costs recovered from the opposing party will be paid to the Attorneys.
 - b. **Settlement between Client and Opposing Party:** If there is a settlement between the opposing party and the Client only (i.e., not a class settlement), the Client agrees to pay the Attorneys' expenses out of any recovery, and to set aside an amount of equal to 1/3 of the entire remaining monetary recovery, which will be used to compensate the Attorneys. TAKEROOT and Firm will determine what pro rata share is due to each of them, based on the amount of work each has done on this matter and pursuant to the co-counseling agreement the terms of which Client has been made aware of and consents to. The Client will be obligated to pay the pro rata share that is determined to be owed to Firm. The Client may choose to retain as part of their own monetary recovery the pro rata share that is determined to be owed to the TAKEROOT; or they may choose to pay that share to the TAKEROOT. The TAKEROOT uses any attorneys' fees and costs collected to provide free legal services to future clients.
6. **Attorneys' Responsibilities.** The Attorneys will provide the Client with diligent and competent representation. The Attorneys will keep the Client informed about developments in this matter, and will attempt to promptly respond to the Clients' inquiries.
7. **Clients' Responsibilities.** The Client agrees to cooperate with the Attorneys, to provide truthful information necessary for the representation, to promptly return phone calls from the Attorneys, and to attend scheduled meetings and court events. The Client also agrees to keep the Attorneys informed of any development related to the case. Because it is important that the Attorneys be able to contact the Client quickly, the Client also agrees to notify the Attorneys of any change of address or phone number, and to notify the Attorneys if the Client will be out of town for a week or longer. If the Attorneys are unable to contact the Clients, it may jeopardize the Attorneys' ability to successfully represent the Clients.
8. **Clients' Termination of the Representation.** The Client is free to terminate the representation at any time, but such termination may be subject to court approval. If the representation is terminated, the Attorneys will not be under any obligation to find the Client another attorney to represent them. The Attorneys suggest that if the Client is not satisfied with the services being provided by the Attorneys, that the Client discuss any problems with the attorneys handling the matter. If that attorney is at TAKEROOT, the Client can also request to speak with the attorney's supervisor.
9. **The Attorneys Do Not Guarantee an Outcome.** The Attorneys do not make any promises or guarantees to the Client about the outcome of this matter. The Attorneys' comments about the possible outcomes are expressions of opinions only.

10. **The Attorneys' Use of Outside Attorneys and Experts.** The Attorneys may discuss the Client's legal matter with attorneys and others in an effort to provide the Client with the best representation. To this end, the Client authorizes the Attorneys to reveal confidential information, provided that those the persons consulted agree to maintain the confidentiality of all such information.

11. **Communication with Organizers.** The Client gives the Attorneys permission to communicate with agents of National Domestic Worker Alliance ("NDWA") concerning this case.

12. **Clients' Review of this Agreement.** The Client has read this agreement and had an opportunity to ask the Attorneys questions about the meaning of this agreement.

Client Signatures

Signature: Angela Christian

Print Name: ANGELA CHRISTIAN

Address: 164 East 88th St

Brooklyn NY 11236

Phone: 347 228 4247

Email: angelachristian1962@gmail.com

Date: 11-13-2020

TAKEROOT Representative Signature

Signature: Eliseo Cabrera

Print Name: Eliseo Cabrera

Date: 11/02/2020

Margaret McIntyre, Esq. Signature

Signature: Margaret McIntyre

Print Name: MARGARET MCINTYRE

Date: 11/2/2020

Margaret McIntyre
Legal Services Performed on behalf of Angela Christian
November 25, 2020, through December 29, 2020

Date	Activity	Time
November 25, 2020	Review documents from client	1 hour
November 25, 2020	Edit complaint	.3 hour
November 25, 2020	Telephone call with co-counsel re complaint	.4 hour
December 4, 2020	Call to client with questions re complaint	.3 hour
December 4, 2020	Telephone call with co-counsel re complaint	.2 hour
December 4, 2020	Revise complaint	1 hour
December 7, 2020	Telephone call with client re complaint	.4 hour
December 7, 2020	Revise complaint	.8 hour
December 7, 2020	Telephone call with co-counsel re complaint	.2 hour
December 8, 2020	Telephone call with client re complaint	.3 hour
December 8, 2020	Revise complaint	.6 hour
December 9, 2020	Finalize and file complaint	1 hour
December 10, 2020	Review rules of Judges Broderick and Cave	.2 hour
December 10, 2020	Prepare Request for Waiver of Service	1 hour
December 14, 2020	Call with co-counsel re upcoming call re settlement	.1 hour
December 14, 2020	Call with Jaclyn Goldberg and co-counsel	.1 hour
December 14, 2020	Research on fluctuating work week calculations	3 hours
December 17, 2020	Review revised damage calculations	.1 hour
December 17, 2020	Telephone call with co-counsel	.1 hour
December 18, 2020	Telephone call with client and co-counsel	.2 hour
December 18, 2020	Telephone call with co-counsel	.2 hour
December 18, 2020	Telephone call with Jaclyn Goldberg and co-counsel	.3 hour
December 29, 2020	Telephone call with Jaclyn Goldberg	.1 hour
		11.9

Margaret McIntyre
Legal Services Performed on behalf of Angela Christian
January 29, 2021, through April 14, 2021

Date	Activity	Time
January 29, 2021	Telephone call with co-counsel re settlement	.2 hour
January 29, 2021	Telephone call with co and opposing counsel re settlement	.2 hour
January 29, 2021	Telephone call with client re settlement	.2 hour
January 29, 2021	Telephone call with co-counsel re next steps	.1 hour
February 5, 2021	Telephone call with co-counsel re settlement	.3 hour
February 5, 2021	Telephone call with co and opposing counsel re settlement	.4 hour
February 5, 2021	Telephone call with co-counsel	.2 hour
February 8, 2021	Telephone call with client re settlement	.1 hour
February 9, 2021	Draft email with counter-demand	.7 hour
February 24, 2021	Telephone call with Jaclyn Goldberg re settlement	.4 hour
February 26, 2021	Research on Fluctuating Work Week method	1.2 hours
March 5, 2021	Telephone call with client re settlement discussions	.1 hour
March 5, 2021	Telephone call with co-counsel re settlement	.4 hour
March 10, 2021	Draft section of mediation statement on FWW	2 hours
March 12, 2021	Telephone call with mediator, counsel	.5 hour
March 12, 2021	Telephone call with co-counsel	.2 hour
March 12, 2021	Telephone call with client about mediation scheduling	.1 hour
March 25, 2021	Revise statement regarding inapplicability of the fluctuating work week doctrine	2.2 hours
March 26, 2021	Draft mediation statement	1 hour
March 26, 2021	Telephone call with co-counsel	.3 hour
March 29, 2021	Draft mediation statement	1 hour
March 30, 2021	Revise statement in call with co-counsel	.4 hour
March 31, 2021	Telephone call with mediator and co-counsel	.5 hour
April 14, 2021	Telephone call with mediator and co-counsel	.5 hour
		13.2

Margaret McIntyre
Legal Services Performed on behalf of Angela Christian
April 14, 2021, through _____

[illegible]

Date of Service	Activity Code	Time Spent	Case/Matter(s)
05/09/2021	Review Document(s) (Legal Rep)	0.2	Reviewed Margaret's proposal email to send to the mediator about our counter proposal.
05/08/2021	Conferenced case (Legal Rep)	0.7	Spoke with Angela about the other side's latest counter offer
05/07/2021	Conferenced case (Legal Rep)	0.4	Spoke to Margaret about the OC new counter offer
05/06/2021	Conferenced case (Legal Rep)	0.5	Spoke in more detail about their counteroffer with Co-counsel
05/05/2021	Conferenced case (Legal Rep)	0.2	Spoke to Margaret about the OC new counter offer
04/30/2021	Conferenced case (Legal Rep)	0.3	Spoke with Margaret after the mediation to discuss strategy
04/30/2021	Conferenced case (Legal Rep)	1	Mediation with Mediator with co-counsel
04/27/2021	Conferenced case (Legal Rep)	0.3	Spoke with co-counsel about upcoming mediation Spoke with Co-counsel Margaret and the Mediator about his discussion with the other
04/26/2021	Conferenced case (Legal Rep)	1	side
04/15/2021	Phone Call Made (Client Comm)	0.3	Spoke with Ms. Christian about the updates on the case
04/14/2021	Conferenced case (Legal Rep)	0.7	Spoke with the Mediator but without the other side. Caucus.
03/31/2021	Conferenced case (Legal Rep)	0.6	We caucused with the Mediator, Chris D'angelo, along with co-counsel
03/26/2021	Conferenced case (Legal Rep)	0.3	Spoke with Margaret about her draft and next steps
03/26/2021	Review Document(s) (Legal Rep)	0.4	Reviewed the Margaret's draft of the argument
03/12/2021	Conferenced case (Legal Rep)	0.7	Spoke with Opposing Counsel and the mediator as an initial call
03/08/2021	Conferenced case (Legal Rep)	0.1	Spoke with co-counsel Margaret about allowing oc an extension about their answer
03/05/2021	Conferenced case (Legal Rep)	0.4	Talked to co-counsel about settlement discussions
03/04/2021	Drafted document for client (Legal Rep)	1	Worked on the interest for three different damages scenarios
03/02/2021	Conferenced case (Legal Rep)	0.2	Read Margaret's email about the conversation she had with OC Communicated with Co-Counsel, Margaret, via email thread about what to send to OC in
02/09/2021	Individual Meeting (Legal Rep)	0.5	regards to ongoing negotiations
02/05/2021	Communication with opposing counsel	0.4	The co-counsel, Ms. McIntyre, and I spoke with OC about negotiations
02/05/2021	Conferenced case (Legal Rep)	0.5	Spoke with Ms. McIntyre before and after the negotiations with Opposing counsel
01/29/2021	Phone Call Made (Client Comm)	0.5	Presented OC's offer of 10K to client.
01/29/2021	Communication with opposing counsel	0.4	Spoke with Opposing counsel about settlement
12/18/2020	Communication with opposing counsel	0.5	Spoke with co-counsel Margaret and OC about settlement and legal arguments
12/18/2020	Conferenced case (Legal Rep)	0.4	Spoke with co-counsel and client about case law and damages
12/17/2020	Conferenced case (Legal Rep)	0.1	Spoke with co-counsel about the methods that can be applied in calculating damages
12/15/2020	Drafted document for client (Legal Rep)	0.5	I re-did the damages spreadsheet
12/15/2020	Legal Research (Legal Rep)	1.5	Researched about FWW
12/14/2020	Conferenced case (Legal Rep)	0.4	Spoke with OC with co-counsel about settlement options
12/14/2020	Individual Meeting (Legal Rep)	0.1	Spoke with co-counsel Ms. McIntyre about strategy
12/09/2020	Court Filing (Legal Rep)		Filed case at SDNY on this day. I drafted and filed my notice of appearance and We
12/07/2020	Conferenced case (Legal Rep)	0.5	officially withdrew the case from the DEPT of LABOR.
12/04/2020	Conferenced case (Legal Rep)	0.2	Spoke with Co-counsel Margaret about facts of the case
11/25/2020	Edit/revise Legal Document (Legal Rep)	0.2	Talked with co-counsel about the complaint
11/25/2020	Conferenced case (Legal Rep)	0.4	Edited the complaint with notes from co-counsel
11/16/2020	Draft Legal Document (Legal Rep)	0.4	Went over complaint with co-counsel Margaret McIntyre.
09/04/2020	Non-court filing (Legal Rep)	1.5	Drafted complaint for client for Federal court
09/03/2020	Drafted document for client (Legal Rep)	0.3	Filed the case with the DOL to preserve Ms. Christian's claims from the SOL.
01/21/2020	Communication with opposing counsel	1.5	Drafted DOL complaint for Ms. Christian and had her sign it.
01/16/2020	Legal Research (Legal Rep)	0.7	Drafted extensive email with case law and legal arguments to OC
12/17/2019	Communication with opposing counsel	1.2	Researched about the "explicit understanding" rule in regards to overtime
12/17/2019	Phone Call Made (Client Comm)	0.8	Spoke with OC. We discussed the issues at hand and our claims.
11/14/2019	Drafted document for client (Legal Rep)	0.5	Talked with Angela about issues raised by counsel.
11/07/2019	Meeting (Advocacy)	1.7	Drafted and sent the demand letter to the opposing parties.
		1	Spoke with Client in depth to get all of the information need to send the demand letter
Total:		26	